



<b><u>Extended Description:</u></b>									

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
5	0.00000	HOURL	\$21.510000	\$0.00			\$0.00

Federal Min. Wage for Dept. of Parks-Industrial OT	
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<b><u>Extended Description:</u></b>							

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
6	0.00000	hour	\$28.350000	\$0.00			\$0.00

Youth Employment Solutions (YES) Program

**Extended Description:**

The YES program connects exceptional high school students ages 16+ to premier cooperatives and apprenticeships. The pay rate for beginning students is \$15.00. For every 500 hours worked, students will receive an \$1.50 wage increase, up to 4 increases.. Bill rates are calculated at a 35% mark up over the base price.

Bill rates, based on Student total program hours worked, are as follows.

1-499 hrs. \$20.25
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500-999 hrs. \$22.28
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1000-1499 hrs. \$24.30
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1500-1999 hrs. \$26.33
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2000 hrs. and above	\$28.35
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The MAXIMUM hourly payment rate allowed \$28.35, is listed in the Master Agreement. However lower hourly payments can be processed as applicable.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
7	0.00000	HOURL	\$14.600000	\$0.00			\$0.00

Janitorial Weekly Workers III for DOCJT

**Extended Description:**

For the Dept. of Criminal Justice Training

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
8	0.00000		\$0.000000	\$0.00			\$0.00

Covid 19 Temp Labor (4/6/2020)

<b><u>Extended Description:</u></b>

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**MASTER AGREEMENT  
FOR  
TEMPORARY SERVICES  
BETWEEN  
THE COMMONWEALTH OF KENTUCKY  
AND  
ADECCO  
934 LOUISVILLE RD.  
FRANKFORT, KY 40601  
RHONDA COTTON  
502-875-0195  
RHONDA.COTTON@ADECCONA.COM**

**Section 1**

**Scope of Contract**

The Office of Procurement Services establishes this Master Agreement for Temporary Services.

**Section 2**

**Purpose**

**This Master Agreement is to provide these items under Contract to the agency as needed.**

**Section 3**

**Initial Contract Period**

The Master Agreement shall be for the initial period of one (1) year from February 1, 2017 thru January 31, 2018.

**Section 4**

**Renewal Clause-Optional Renewal Period**

**This Master Agreement may be extended at the completion of the**

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**initial Contract period for four (4) additional one-year periods. This extension must have the written approval of the Vendor and the Office of Procurement Services. The Commonwealth of Kentucky reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. The Vendor will be advised of any proposed revisions prior to the renewal periods. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the contract in an extended period.**

#### **Section 5**

##### **Agencies to be Served**

**This Contract shall be for use by the following agency of the Commonwealth of Kentucky:**

**All State Agencies**

#### **Section 6**

##### **Tax Exempt Status**

**Do not include Federal Excise Tax, Kentucky Sales or Use Tax in prices.**

#### **Section 7**

##### **Basis of Price Revisions**

**PRICE ADJUSTMENTS: Unless otherwise specified, the prices established by the Contract shall remain firm for the contract period subject to the following:**

**A: Price Increases: A price increase will not be allowed during the first twelve (12) months of the contract. Only one (1) price increase will be allowed during the Contract period. The price increase must be based on industry wide price changes. The Contract holder must request in writing a price increase at least thirty (30) days prior to the effective date, and shall provide firm proof that the price increase(s) is justified. The Office of Procurement Services may request additional**



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**information or justification. If the price increase is denied, the Contract holder may withdraw from the Contract without prejudice upon written notice and approval by the Office of Procurement Services. Provided, however, that the Vendor must continue service, at the Contract prices, until a new Contract can be established (usually within sixty (60) days).**

**B: Price Decreases: The Contract price shall be reduced to reflect any industry wide price decreases. The Contract holder is required to furnish the Office of Procurement Services with notice of any price decreases as soon as such decreases are available.**

**C: Extended Contract Periods: If the Contract provides for an optional renewal period, a price adjustment may be granted at the time the Contract is renewed, subject to price increase justification as required in Paragraph A “Price Increases” as stated above.**

#### Section 8

##### Post Contract Agreements

**This Contract shall constitute the entire agreement between the State and awarded Contractor. Unless contractually provided, State agencies utilizing this Contract will not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms this Contract. Any such documents so obtained will be non-binding on the State and agents of the State and will be cause for breach of contract.**

#### Section 9

##### Agencies to be Served

**This Contract shall be for use by any agency of the Commonwealth of Kentucky.**

#### Section 10

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## Vendor's Report

**The Vendor may be asked to furnish the buyer, Office of Procurement Services, a report showing volume of services to the Commonwealth and its using agencies each six (6) months of the contract period. This report may be the vendor's computer printout sheet or form. This shall apply to all items, which are to become a part of this contract. This report must reference usage by brief description, product number or other format designated by the Office of Procurement Services.**

## Section 11

### Service Performance

**All services performed under contract shall be in accordance with the terms and provisions of the contract. It will be the agency's responsibility to ensure that such services rendered are performed and are acceptable.**

**The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.**

**Major deviations of services performed will not be made without the written approval of the Office of Procurement Services. Problems that arise under any aspect of performance should first be resolved between the Vendor and the agency. Either party should refer in writing any such problems and/or disagreements that cannot be resolved to the Office of Procurement Services for settlement.**

## Section 12

### Addition or Deletion of Items or Services

**The Office of Procurement Services reserves the right to add new and**

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**similar items, with the consent of the Vendor, to Master Agreement. The Office of Procurement Services to effect this change will issue a Contract Modification. Until such time as the Vendor receives a Modification, the Vendor shall not accept Delivery Orders from any agency referencing such items or services.**

#### **Section 13**

##### **Agreement between Parties**

**This Master Agreement is the complete and exclusive statement of the agreement between the parties, which supersedes all prior agreements, oral or written, and all other communications between the parties. It is further agreed between the parties, that any valid modification of contractual agreement must be formalized by issuance of a Contract Modification from the Office of Procurement Services.**

#### **Section 14**

##### **Funding-Out Provision**

**The Vendor agrees that if funds are not appropriated to the agency or are not otherwise available for the purpose of making payments, the agency shall be authorized, upon sixty (60) days written notice to the Vendor, to terminate this contract. The termination shall be without any other obligation or liability of any cancellation or termination charges, which may be fixed by the contract.**

#### **Section 15**

##### **Governmental Restrictions**

**In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this proposal prior to delivery, it shall be the responsibility of the successful bidder to notify the Office of Procurement Services in writing, indicating the specific regulation which requires such alterations. The Commonwealth reserves the**

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**right to accept any such alterations, including any subsequent price adjustments, or to cancel the contract.**

#### **Section 16**

##### **Payments**

**The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.**

#### **Section 17**

##### **Inspection**

**All supplies, equipment and services shall be subject to inspection or tests by the Commonwealth prior to acceptance. In the event supplies, equipment or services are defective in material or workmanship or otherwise not in conformity with specified requirements, the Commonwealth shall have the right to reject the items or services or require acceptable correction at the Vendor's expense.**

#### **Section 18**

##### **Federal Tax Exempt Purchases by the Commonwealth of Kentucky**

**Contracts Direct With Manufacturer: In the event a manufacturer bids direct and is awarded a contract, the Office of Procurement Services shall request the contractor to furnish evidence of registration with the U.S. Internal Revenue Service. This registration shall be in accordance with the "Temporary Rules, 1958 Excise Tax Act". After such registration, individual Excise Tax Exemption Certificates are not necessary on each individual order issued against the contract by the Office of Procurement Services. Therefore, quoted prices must be**

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**exclusive of Federal Excise Taxes.**

**Contract With Other Than Manufacturer: If Vendor is other than the manufacturer, the Office of Procurement Services will furnish a Tax Exemption Certificate with each individual order issued against this contract. Therefore, quoted prices must be exclusive of Federal Excise Taxes.**

#### Section 19

##### Governing Law

**This Master Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky and any litigation with respect to this Master Agreement shall be brought in state or federal court in Franklin County, Kentucky.**

#### Section 20

##### Access to Records

**The contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.**

#### Section 21

##### Registration with the Secretary of State by a Foreign Entity

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**Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by [KRS 14A.9-010](#) to obtain a certificate of authority to transact business in the Commonwealth (“certificate”) from the Secretary of State under [KRS 14A.9-030](#) therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in [KRS 14A.9-010](#), the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within [KRS 14A.1-070](#).**

**Businesses can register with the Secretary of State at <https://secure.kentucky.gov/sos/ftbr/welcome.aspx>.**

## **Section 22**

### **Reduction in Contract Worker Hours**

**The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the contract will be reduced by the amount specified in that document.**

**The bidder agrees that a resulting contract is the complete and exclusive statement of the agreement between the parties, which supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Solicitation. It is further agreed between the parties, that any valid modification of contractual agreement must be formalized by issuance of a Contract Modification from the Office of Procurement Services.**

**Purchase or Sales Agreements, supplied by the bidder making an offer,**

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**in reply to the Solicitation, will not be accepted. The only terms and conditions acceptable to the Commonwealth of Kentucky are as outlined in the Solicitation. Bids not conforming will be considered as non-responsive.**

#### **Section 23**

##### **Accessibility**

**Vendor hereby warrants that the products or services to be provided under this Contract comply with the accessibility requirements of section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor further warrants that the products or services to be provided under this Contract comply with existing federal standards established under Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1193, to the extent the Vendor's products or services may be covered by that act. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention.**

#### **Section 24**

##### **Provisions for Termination of the Contract**

**This Master Agreement shall be subject to the termination provisions set forth in 200 KAR 5:312.**

#### **Section 25**

##### **Discrimination**

**Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:**

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**1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.**

**2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.**

**3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The**



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**contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.**

**4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.**

**5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.**

**6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.**

**7. The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as**

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**the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.**

#### **Section 26**

**ALL PROVISIONS OF SOLICITATION (RFB-758-1700000384) SHALL BE PART OF THIS MASTER AGREEMENT.**

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## **Section 27**

### **DRUG SCREENING/BACKGROUND CHECKS**

It is recognized that some vendors require background checks and/or drug screenings for all of their employees as a matter of course. Other vendors may not routinely require this. Some State Agencies require drug screening and background checks for temporary contract labor for sensitive institutions or positions incurring liability. All vendors must provide background checks and/or drug screenings at no additional charge to the State Agency. The background check results must be provided to the State Agency prior to the start date of the contract employee.

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**PAYROLLING SERVICES AGREEMENT**

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This Payrolling Services Agreement (hereinafter "Agreement") is entered into as of this FORMTEXT day of FORMTEXT, FORMTEXT by and between Adecco USA, Inc., ("Company") and FORMTEXT, a FORMTEXT with its principal place of business in FORMTEXT hereinafter ("Customer").

**1. Scope of Services.** Company shall provide to Customer the following services for one or more personnel identified to Company by Customer and/or the school district and as listed from time-to-time in writing and appended hereto as Schedule A (herein the "Personnel"):

- a) Placing Personnel verified by Customer to be at least 16 years of age on the payroll of Company at the pay rate and type as specified by Customer, including, to the extent required by law, paid holidays, vacation, sick leave and any accrued or deferred vacation, notice or other payments due Personnel regularly or upon separation;
- b) Reporting and collecting all ordinary federal, state and local payroll taxes and withholdings on such listed Personnel, including FICA, FUTA and Social Security;
- c) Providing unemployment compensation and workers' compensation insurance or coverage in accordance with the law of the state in which the Personnel work.

**2. Term.** This Agreement shall continue in effect for an initial term of one (1) year and shall continue thereafter for successive renewal periods of one (1) year each. Either party may terminate this Agreement on ten (10) days advance written notice to the other party.

**3. Payment and Invoicing.** The hourly rate Customer shall pay Company for each student assigned to Customer shall be computed by multiplying 1.35 by the resource's hourly pay rate (a 35% mark-up) for clerical positions, and by multiplying 1.35 by the resource's hourly pay rate (a 35% mark-up) for light industrial positions. Company will invoice Customer regularly. Company shall also be entitled to invoice Customer for paid holidays, vacation, sick leave and any accrued or deferred vacation that Company is required by law to pay Personnel. Customer shall pay invoices upon receipt and shall be considered in default thirty (30) days from date of Company invoice, after which time a default charge will be imposed at one and one-half percent (1 ½%) per month on unpaid balances or the maximum legal interest rate, whichever is lower. Customer shall remain responsible for the payment of all applicable federal or state sales or use taxes, or related levies, attributable to the services rendered hereunder.

**4. Relationship of Parties.** The parties agree that the relationship between them is that of independent contractor and that neither party shall have any authority to represent or bind the other and that neither party shall hold itself out or have any authority as an agent of the other for any purpose whatsoever. Nothing herein shall be construed as creating a principal and agent, joint venture, or any other type of relationship besides independent contractor between Customer and Company. Customer shall not pay any of Company's Personnel directly.

**5. Responsibilities.**

A. Customer is responsible for:

- (i) Maintaining a safe, healthy, and legal workplace for Personnel in accordance with the OSH Act of 1970, including all safety and site specific training (including exposure to hazardous substances), provide Personnel with all required personal protective equipment, record on Client's OSHA Form 300, Log of Work-Related Injuries and Illnesses, any recordable injuries and illnesses of Personnel and comply with all other OSHA recordkeeping responsibilities applicable to Personnel, and notify Adecco immediately of any OSHA inspection or request for information, and permit Adecco to inspect work-sites upon reasonable notices;
- (ii) Providing Personnel with adequate instructions, assistance, supervision, time for performing their assignments and with meal and/or rest breaks required by law;
- (iii) The work and work product of Personnel in the Client's business or organizational activities;
- (iv) Providing Personnel with information, training, and safety equipment for any hazards present in Client's operations;

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- (v) Ensuring that Customer's fringe benefit and employee benefit plans and policies effectively exclude Personnel from participation;
- (vi) Providing a written job description and summary of job duties, ensuring that the functions and duties actually performed by Personnel are accurately reflected in Customer's job description, and immediately notifying Adecco if such functions or duties change;
- (vii) The conduct of Customer's officers, employees, and agents;
- (viii) The acts and omissions of Personnel acting within the course and scope of their assignment with Customer;
- (ix) Duties imposed by law on recipients of staffing services;
- (x) Protection and security of Customer's property, including intellectual property and confidential information;
- (xi) The products or services of Customer's business;
- (xii) Notification to Adecco of all positions filled hereunder that are or become subject to a Wage Determination, federal or state prevailing wage laws, living wage and/or special fringe benefit requirements, including but not limited to the Service Contract Act;
- (xiii) Losses enabled or enhanced by lack of reasonable supervision, process controls, safeguards, or backups;
- (xiii) Risks arising from the exposure of Personnel to: cash, credit cards, check-writing materials, or negotiables; keys, merchandise, confidential information, or other valuables; sensitive or unsupervised premises; or passwords, user IDs, combinations, or PINs;
- (xiv) Risks arising from Personnel being allowed to travel or operate motor vehicles or machinery on assignment;
- (xv) Ensuring that Personnel are not permitted or required to: (1) operate heavy machinery; (2) work in confined spaces; (3) lift 20 pounds or more unassisted; (4) work at heights of 4 feet or more; (5) utilize respirators; (6) perform any work or occupation deemed "hazardous" under the FLSA (including excavation, manufacturing explosives, mining, and operating many types of power-driven equipment) or (7) perform any work or occupation prohibited under Kentucky law.
- (xvi) Ensuring that the services provided by Personnel to Customer are provided in compliance with to Ky. Rev. Stat. Ann. §§ 339.230 and 339.270, during work hours permitted under Kentucky law, and any and all other applicable apprenticeship program registration requirements under Chapter 343 of Title XXVII of the Kentucky Revised Statutes, or any applicable work-based learning curriculum, and in compliance with 29 CFR Parts 29 and 30.

**B.** Adecco is responsible for:

- (i) Hiring and terminating Personnel designated by FORMTEXT and selected by Customer to participate in the Work Based Learning program;
- (ii) Paying Personnel the agreed upon wages, including sick pay, vacation pay, holiday pay to the extent instructed by Customer or, at a minimum, as required by law;
- (iii) Paying or withholding all required payroll taxes, contributions, and insurance premiums for programs that Adecco is legislatively mandated to provide to Personnel as Adecco's employees;
- (iv) Performing the Services set forth in Section 1, (a) – (c) above.

**6. Compliance with Laws.** The parties agree that they each will comply with all applicable federal, state or local laws and ordinances and that neither of them will discriminate against any employees or contractors of the other on the basis of race, color, religion, national origin, sex, age, disability, status as a disabled veteran or veteran of the Vietnam Era, or any other basis prohibited by law. **UNLESS OTHERWISE APPROVED IN WRITING AND SIGNED BY AN AUTHORIZED AGENT OF COMPANY, CUSTOMER: A) SHALL NOT PERMIT ANY PERSONNEL TO WORK BEFORE 6:00 A.M., OR AFTER 10:30 PM PRECEDING A SCHOOL DAY (AFTER 1:00 A.M. PRECEDING A NON-SCHOOL DAY); B) SHALL NOT PERMIT ANY PERSONNEL TO WORK MORE THAN 30 HOURS IN ANY WEEK WHEN SCHOOL IS IN SESSION, MORE THAN 6 HOURS ON ANY SCHOOL DAY OR 8 HOURS IN ANY NON-SCHOOL DAY; C) WARRANTS THAT ALL WORKSITES ARE "NON-HAZARDOUS" AS SUCH TERM DEFINED UNDER THE FEDERAL FAIR LABOR STANDARDS ACT.**

**7. Indemnification.**

- a) Company will indemnify, defend and hold harmless Customer from and against all claims, demands, suits and expenses (including reasonable attorneys' fees) brought by any person or party for Company's failure
- (i) to properly report and collect all ordinary federal, state and local payroll taxes and withholdings on the

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Personnel, including FICA, FUTA and Social Security, or (ii) to provide unemployment compensation and workers' compensation insurance or coverage in accordance with the law of the state in which the Personnel work.

b) Customer agrees that the Personnel shall be identified, selected and supervised solely by Customer. Company is not responsible for any actual or alleged claims, damages, suits or expenses (including reasonable attorneys' fees) brought by any person, entity, or party (including any Personnel) in any way connected with the work or services performed by any Personnel or arising from the performance of this Agreement, including, without limitation, personal injury (including death) or loss, theft or damage of or to any tangible or intangible property, except for any claim indemnified by Company in subparagraph (a) immediately above.

**8. Insurance. Customer shall maintain insurance coverage covering the workplaces and assignments involving Company Personnel, as follows:**

a) Comprehensive General Liability insurance, with limits of at least One Million Dollars (\$1,000,000) combined single limit for bodily injury, personal injury and property damage for each occurrence.

b) Commercial Blanket Bond with limits of at least One Million Dollars (\$1,000,000) for each occurrence.

c) Automobile insurance with limits of at least One Million Dollars (\$1,000,000) combined single limit for bodily injury, personal injury and property damage for each occurrence.

d) A combination of primary and excess/umbrella liability policies will be acceptable as a means to meet the limits specifically required herein.

e) The foregoing coverages shall be primary and non-contributory to any insurance maintained by Company. Company shall be included as an additional insured.

Customer shall provide Company with written evidence of the existence and maintenance of such insurance policies upon Company's request. If any of such insurance policies are to be modified or canceled during the term of this Agreement in a way which would materially affect the coverage required hereunder, Customer shall provide written notice to the Company at least thirty (30) days prior to such modification or cancellation.

**9. Authority.** Each party represents and warrants to the other party that it has all necessary power and authority to enter into and perform this Agreement in accordance with the terms hereof. The prevailing party in any action to enforce any part or provision of this agreement shall be entitled to an award of its reasonable attorneys' fees and costs incurred in such action and against the non-prevailing party.

**10. Assignment.** Neither party shall assign any of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not unreasonably be withheld.

**11. Survival.** The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

**12. Limitation of Liability.** In no event shall either party be liable in any manner for incidental, special or consequential damages. Further, with the exception of indemnification claims under Section 7, in no event shall either party's aggregate liability with respect to any claim or liability arising out of or relating to the Agreement exceed the amounts actually paid to Company for the provision of Services hereunder.

**13. Entire Agreement.** This Agreement and the exhibits hereto represent the entire Agreement between the parties and supersede any prior understandings or Agreements between the parties respecting the subject matter herein. This Agreement may only be amended in a writing specifically referencing this provision and which is executed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject to the limitations contained herein. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal and shall be subject to reformation to the extent possible to best express the original intent of the parties.



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IN WITNESS WHEREOF, the parties have hereunto set their hands with effect as of the date first above written.

FORMTEXT	ADECCO USA, INC.
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

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COMMONWEALTH OF KENTUCKY  
FINANCE AND ADMINISTRATION CABINET  
OFFICE OF PROCUREMENT SERVICES

**Addendum Number:** 1 ~~to Temporary Contract Labor Master Agreement dated 02/01/2017 between Adecco USA, Inc. ("Contractor" or "Agency" and The Commonwealth of Kentucky ("Commonwealth" or "Client"))~~

**Date:** ~~Wednesday, March 21, 2018~~ Friday, June 1, 2018

**BIDDER SHALL CONFORM TO THE FOLLOWING CHANGES AS SAME SHALL BECOME BINDING UPON THE CONTRACT TO BE ISSUED IN RESPONSE TO THIS SOLICITATION**

**Reason For Addendum:**

To add SSA language for CHFS to two job duties, (Executive Advisor \$19.31 bill rate and Executive Assistant \$16.10 bill rate) and to add Contract Language for DOR. Increasing Parks minimum wage rates from \$~~13.13~~ ~~0.05~~ ~~20~~ to \$~~30.20~~ ~~335~~ per hour for clerical and from \$13.54 to \$13.74 for Industrial per hour. Adding low rates hourly bill rates to the following positions:

~~Bartender~~ ~~Low Rate \$13.28~~

~~Bus Person/Dishwasher~~ ~~Low Rate \$11.28~~

~~Dining Room Hostess~~ ~~Low Rate \$11.95~~

~~Food Service Manager~~ ~~Low Rate \$22.57~~

~~Janitorial Wrker III~~ ~~Low Rate \$13.94~~

~~Master Carpenter~~ ~~Low Rate \$16.60~~

**CONTRACT LANGUAGE FOR GENERAL SERVICES**

**I. PERFORMANCE**

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

(1) All work will be performed under the supervision of the contractor or the contractor's responsible employees.

(2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

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(3) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.

(4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

(5) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.

(6) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

(7) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

(8) (Include any additional safeguards that may be appropriate.)

## **II. CRIMINAL/CIVIL SANCTIONS**

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of

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\$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, *Sanctions for Unauthorized Disclosure*, and Exhibit 5, *Civil Damages for Unauthorized Disclosure*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10 ) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

### **III. INSPECTION**

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

[The parties acknowledge that Commonwealth will complete and adjudicate all background screens as provided in Section II\(4\) above for Agency temporary employees who may have access to FTI, upon Commonwealth's execution of the Confidentiality Agreement & User Certification attached hereto as Exhibit 1](#)

SSA Language:

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The SSA requires the agency entrusted with SSA supplied with Protected Health Information (PHI) and/or Personally Identifiable Information (PII) data report any suspected or confirmed breach of personal data be reported to their SSA Regional Office Contact and SSA Systems Security Contact **within one hour** of discovery of the incident.

If, for any reason, the responsible State official or delegate is unable to notify the SSA Regional Office or the SSA Systems Security Contact within one hour, the responsible State Agency official or delegate must report the incident by contacting SSA's National Network Service Center (NNSC) toll free at 877-697-4889 (select "Security and PII Reporting" from the options list).

The agency entrusted with SSA supplied with Protected Health Information (PHI) and/or Personally Identifiable Information (PII) data will provide updates as they become available to SSA contact, as appropriate. Refer to the worksheet provided in the agreement to facilitate gathering and organizing information about an incident.

Commonwealth of Kentucky

Adecco USA, Inc.

By: \_\_\_\_\_ By: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

## EXHIBIT 1

### CONFIDENTIALITY AGREEMENT & USER CERTIFICATION

THIS CONFIDENTIALITY AGREEMENT & USER CERTIFICATION (the "Agreement") is made on April 27, 2018, between The Commonwealth of Kentucky ("Client"), and Adecco USA, Inc. ("Adecco"), and is effective as of the date set forth above (the "Effective Date"). The parties acknowledge the following:

It is necessary and desirable that Client shall have access to social security numbers of its temporary employees assigned to Client, as well as other personal information relating to them, so that it may perform certain consumer reports, including criminal background investigation reports or drug tests ("Consumer Reports"), about Adecco temporary employees ("Associates") and make determinations if it wished the Associate to be placed on assignment at Client. In consideration of the above premises and covenants herein and in the services agreement between Client and Adecco, and for other

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good and valuable mutual consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## 1. Definitions

(a) "Confidential Information" means social security numbers of Associates assigned by Adecco to Client as well as other personal information relating to Adecco temporary employees regularly maintained by Adecco that Client collects for the purpose of obtaining Consumer Reports, including criminal background investigation reports, relating to Adecco Associates, which shall be used by Client solely in connection with placement of Associate on assignment at Client.

(b) "Representative" means, individually and collectively, officers, directors, employees, agents, subcontractors and/or independent contractors.

## 2. Restrictions

(a) In order to protect and prevent disclosures of Confidential Information, Client will (i) exercise at a minimum the same care it would exercise to protect its own confidential information; (ii) comply with all applicable laws including but not limited to the maintenance, access, disclosure and retention of Confidential Information and (iii) not use, reproduce, distribute, disclose, or otherwise disseminate the Confidential Information except as authorized herein. In no event shall Client exercise less than a reasonable standard of care to keep confidential the Confidential Information. Client may make disclosures of the Confidential Information only to Representatives of Client who have a specific need to know such information and may use such information for internal record-keeping, security and administrative purposes.

(b) Client, as a "user" of the Consumer Report, hereby certifies that no information in the Consumer Reports will be given to any other "person" or "user" in compliance with The Fair Credit Reporting Act, as amended by the Consumer Reporting Reform Act of 1996 (the "Act") and the Fair and Accurate Credit Transaction Act and any future laws regarding the privacy of confidential information. Furthermore, Client agrees to comply with all applicable provisions of the Act.

If Client chooses to take adverse action against the Associate as a result of information from the Consumer Report, Client shall notify Adecco of such adverse action in order for Adecco to comply with the notification requirements of the Act ("Notice"). Client shall indemnify, defend and hold Adecco harmless from and against any and all claims, suits, demands, losses, damages or penalties, including reasonable attorney fees and costs, to the extent arising out of (i) Client's failure to provide Adecco with such Notice, (ii) Client's, its employees', agents' and representatives' use of the Confidential Information hereunder, (iii) violation of law by Client, including, but not limited to violation of the Fair Credit Reporting Act, as amended, or (iv) Client's breach of its obligations under this Agreement.

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(c) The covenants of confidentiality set forth in this Agreement (i) shall apply after the Effective Date to all Confidential Information disclosed to Client before and after the Effective Date and (ii) shall continue from the Effective Date through the termination of the relationship between Client and Adecco.

4.seq level3 \h \r0 seq level4 \h \r0 seq level5 \h \r0 Miscellaneous. This Agreement, when executed, constitutes the entire agreement between the parties with respect to the subject matter hereof and supercedes all prior written agreements, oral discussions, or understanding between them with respect to the subject matter hereof. No modifications of this Agreement or waiver of any of its terms will be effective unless set forth in a writing signed by both parties.

ADECCO USA, INC.

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

**09/27/06**

**Worksheet for Reporting Loss or Potential Loss of Personally Identifiable Information**

**1. Information about the individual making the report to the NCSC:**

<u>Name:</u>					
<u>Position:</u>					
<u>Deputy Commissioner Level</u>					
<u>Organization:</u>					
<u>Phone Numbers:</u>					
<u>Work:</u>		<u>Cell:</u>		<u>Home/</u>	
				<u>Other:</u>	

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E-mail Address:			
Check one of the following:			
Management Official		Security Officer	Non-Management

**2. Information about the data that was lost/stolen:**

Describe what was lost or stolen (e.g., case file, MBR data):

Which element(s) of PII did the data contain?

Name		Bank Account Info	
SSN		Medical/Health Information	
Date of Birth		Benefit Payment Info	
Place of Birth		Mother's Maiden Name	
Address		Other (describe):	

Estimated volume of records involved:

**3. How was the data physically stored, packaged and/or contained?**

Paper or Electronic? (circle one):

If Electronic, what type of device?

Laptop		Tablet		Backup Tape		Blackberry	
Workstation		Server		CD/DVD		Blackberry Phone	
Hard Drive		Floppy Disk		USB Drive		#	
Other (describe):							

**09/27/06**

Additional Questions if Electronic:

	<u>Yes</u>	<u>No</u>	<u>Not Sure</u>
<b>a. Was the device encrypted?</b>			



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<b><u>b. Was the device password protected?</u></b>			
<b><u>c. If a laptop or tablet, was a VPN SmartCard lost?</u></b>			
<b><u>Cardholder's Name:</u></b>			
<b><u>Cardholder's SSA logon PIN:</u></b>			
<b><u>Hardware Make/Model:</u></b>			
<b><u>Hardware Serial Number:</u></b>			

Additional Questions if Paper:

	<u>Yes</u>	<u>No</u>	<u>Not Sure</u>
<b><u>a. Was the information in a locked briefcase?</u></b>			
<b><u>b. Was the information in a locked cabinet or drawer?</u></b>			
<b><u>c. Was the information in a locked vehicle trunk?</u></b>			
<b><u>d. Was the information redacted?</u></b>			
<b><u>e. Other circumstances:</u></b>			

**4. If the employee/contractor who was in possession of the data or to whom the data was assigned is not the person making the report to the NCSC (as listed in #1), information about this employee/contractor:**

<u>Name:</u>			
<u>Position:</u>			
<u>Deputy Commissioner Level</u>			
<u>Organization:</u>			
<u>Phone Numbers:</u>			
<u>Work:</u>		<u>Cell:</u>	<u>Home/ Other:</u>
<u>E-mail Address:</u>			

**5. Circumstances of the loss:**

a. When was it lost/stolen?

**b. Brief description of how the loss/theft occurred:**

**c. When was it reported to SSA management official (date and time)?**

**6. Have any other SSA components been contacted? If so, who? (Include deputy commissioner level, agency level, regional/associate level component names)**

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**7. Which reports have been filed? (include FPS, local police, and SSA reports)**

<b><u>Report Filed</u></b>	<b><u>Yes</u></b>	<b><u>No</u></b>	<b><u>Report Number</u></b>
<b><u>Federal Protective Service</u></b>			
<b><u>Local Police</u></b>			
	<b><u>Yes</u></b>	<b><u>No</u></b>	
<b><u>SSA-3114 (Incident Alert)</u></b>			
<b><u>SSA-342 (Report of Survey)</u></b>			
<b><u>Other (describe)</u></b>			

**8. Other pertinent information (include actions under way, as well as any contacts with other agencies, law enforcement or the press):**

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#### ADMINISTRATIVE LANGUAGE

**The Contractor agrees to provide a quarterly administrative fee to the Commonwealth of Kentucky as part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. The administrative fee percentage is only applicable to the actually received by the contractor during the quarter and is not applicable to the amounts ordered by customers but not yet paid. The administrative fee shall be paid in the form of a check payable to the Commonwealth of Kentucky – Office of Procurement Services for an amount equal to one percent (1%) of the net sales (less any returns, credits, or adjustments) under this PA for the period. Fees shall be paid 45 days after the close of the quarter. Check to be mailed to the Office of Procurement Services, 702 Capitol Avenue, New Capitol Annex, Room 095, Frankfort, Kentucky 40601.**